



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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August 5, 2004

IN REPLY PLEASE

REFER TO FILE: **PM-1**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**HALL OF JUSTICE REPAIR AND REUSE PROJECT
APPROVE APPROPRIATION ADJUSTMENT
AWARD AGREEMENTS
SPECS. 6649; C.P. 86630
ALL SUPERVISORIAL DISTRICTS
3 VOTES**

**JOINT RECOMMENDATION WITH THE CHIEF ADMINISTRATIVE OFFICER THAT
YOUR BOARD:**

1. Approve the enclosed appropriation adjustment to transfer \$2,500,000 from the Asset Development Implementation Fund to C.P. 86630 for the Hall of Justice Repair and Reuse project.
2. Award and authorize the Director of Public Works to execute an agreement with Nadel Architects Inc. to provide demolition design services for the Hall of Justice Repair and Reuse project for a not to exceed fee of \$670,000 and establish the effective date following Board approval.
3. Award and authorize the Director of Public Works to execute an agreement with Historic Resources Group, LLC, to provide a Historic American Buildings Survey report and monitoring services for the Hall of Justice Repair and Reuse project for a not to exceed fee of \$150,000 and to establish the effective date following Board approval.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On July 20, 2004, your Board authorized and established a Capital Project (C.P. 86630) for the Hall of Justice Repair and Reuse project using the standard capital projects process of design, bid, and build. We propose performing the project incrementally and the recommended actions will allow Public Works to proceed with Phase I, Debris Removal, and Phase II, Interior Demolition Design, of the Repair and Reuse project, as follows:

- I. **Debris Removal** - using an existing Job Order Contract, furnishings, movable equipment, files, supplies, and loose debris will be abated, removed, and disposed. This work will remove the fire safety hazards and provide clear access to confirm the existing conditions prior to preparing the interior demolition design documents.
- II. **Interior Demolition Design** - includes preparation of a hazardous materials survey, Historic American Buildings Survey, interior demolition drawings, and specifications. An independent cost estimate of the complete rehabilitation of the building will also be obtained. We will issue a Request for Proposals for Demolition Services, select the most qualified firm, and negotiate their fees. We will also incorporate the terms of the Memorandum of Agreement being negotiated among the County, FEMA, and the State Historic Preservation Office in the interior demolition design and the Environmental Documentation and return to your Board with recommended actions.

The Hall of Justice Project Advisory Committee (PAC) has been briefed on the status of the project and supports the recommendation to proceed as a capital project in incremental phases. The PAC also strongly recommended that a third-party validation of the project costs should be obtained prior to entering into a design contract for the Repair and Reuse project.

The Federal Emergency Management Agency, State Office of Emergency Services, and State Historic Preservation Office are currently reviewing the schematic documents. Their review will result in a Memorandum of Agreement that will be incorporated in the environmental finding for the project.

Implementation of Strategic Plan Goals

This project meets the County's Strategic Plan Goals of Service Excellence and Fiscal Responsibility by investing in public infrastructure.

FISCAL IMPACT/FINANCING

The preliminary estimate of cost for the demolition phase of the project is approximately \$14,000,000, including the enclosed appropriation of \$2,500,000 for debris removal, design services, consultant services, cost estimating, County services, and a contingency.

The Project Schedule for Phases I and II and the Budget Summary are included in Enclosure A.

Upon approval by your Board of the enclosed appropriation adjustment, sufficient funds will be available in the Fiscal Year 2004-05 Capital Projects Budget, Hall of Justice Repair and Reuse project, Capital Project 86630, to encumber the supplemental agreements with Nadel Architects and Historic Resources Group and for consultants services and County labor.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A Board-approved JOC and existing as-needed contracts will be used for (1) debris removal; (2) hazardous materials survey, specifications for hazardous materials abatement, and monitoring the abatement work; and (3) preparation of a project cost estimate.

On October 22, 2003, the Chief Administrative Officer authorized an agreement with Nadel Architects to provide assistance in the environmental review process and FEMA comparative analysis based on their schematic design. The consultant has proposed additional fees of \$670,000 to cover the cost of preparing demolition design documentation and providing construction administration services during demolition in order to complete Phases I and II of the project.

On June 1, 1999, the Chief Administrative Officer authorized an agreement with Historic Resources Group to monitor conformance with historic preservation standards and regulations during design and construction of the project. The consultant has proposed additional fees of \$150,000 to cover the cost of preparing the Historic American

Buildings Survey and additional construction monitoring to conform with the requirements of the State Office of Historic Preservation.

A standard agreement, in the form previously approved by County Counsel, will be used for the architectural and historic preservation consultant contracts. The standard Board-directed clauses that provide for termination of services, renegotiation, hiring qualified displaced County employees, GAIN/GROW, Safely Surrendered Baby Law, Contractor Employee Jury Services Program, and Child Support Compliance will be included.

In the event the project does not proceed to completion, the County may opt to "mothball" the building which will require other actions to be taken and additional costs without the benefit of FEMA funding.

ENVIRONMENTAL DOCUMENTATION

Awarding these Supplemental Agreements will have no environmental impact. The appropriate environmental documentation will be completed prior to returning to your Board to request authorization to proceed to the Phase III demolition work.

CONTRACTING PROCESS

Nadel Architects was selected by the County through a competitive process after the Northridge earthquake to prepare the Architectural and Engineering Report for the Hall of Justice which was used in the negotiations with FEMA to obtain funding for the repair and seismic retrofit of the Hall of Justice. Nadel Architects was subsequently selected by the Hall of Justice Associates as their architect of record for the project.

Nadel Architects is currently the architect of record for the Hall of Justice and their familiarity with the original project will reduce the time required to complete the project compared to selecting and using another firm. Nadel Architects has already completed the Schematic Design drawings and will be providing staff familiar with the work completed to date.

Nadel Architects has agreed to provide the services for a total not to exceed fee of \$670,000 for Phase II (Demolition Design) and III (Demolition). The contract administration portion of the fee will be billed during the demolition phase and only after your Board's authorization to proceed with demolition. The negotiated fee has been reviewed by Public Works and is considered reasonable for the scope of work.

On June 1, 1999, the Chief Administrative Officer authorized Agreement AM 99-04 with Historic Resources Group to provide technical historic preservation services for the Hall of Justice project for a not to exceed fee of \$60,080. Historic Resources Group has agreed to provide additional services under Phase II (Demolition Design) and III (Demolition) for a total not to exceed fee of \$150,000. The construction monitoring portion of the fee will be billed during the demolition and construction phases and only after your Board's authorization to proceed with demolition and construction. The negotiated fee has been reviewed by Public Works and is considered reasonable for the scope of work.

On February 3, 2004, your Board approved awarding and authorized the Director of Public Works to execute an as-needed geotechnical engineering and construction materials testing and inspection services agreement with MACTEC Consulting and Engineering, Inc., for a not to exceed fee of \$1,500,000. The hazardous materials survey, testing, and monitoring negotiated fee has been reviewed by Public Works and is considered reasonable for the scope of work. Work Orders will be issued for a not to exceed fee of \$210,000.

Public Works has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to this construction contract, as this contract is for non-Proposition A services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

None.

The Honorable Board of Supervisors
August 5, 2004
Page 6

CONCLUSION

Please return one adopted copy of this letter to the CAO (Capital Projects Division) and Public Works.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

DAVID E. JANSSEN
Chief Administrative Officer

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Enc.

cc: Auditor-Controller
County Counsel
Department of Public Social Services (GAIN/GROW Program)
Office of Affirmative Action Compliance

August 5, 2004

ENCLOSURE A

**HALL OF JUSTICE REPAIR AND REUSE
APPROVE APPROPRIATION ADJUSTMENT
AWARD AGREEMENTS
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I. PROJECT SCHEDULE

Phase	Project Activity	Scheduled Completion Date
I	Debris Removal	11/01/04
II	Interior Demolition Design	01/13/05
III	Interior Demolition	TBD
IV	Rehabilitation Design	"
V	Bidding Rehabilitation Work	"
VI	Rehabilitation Adaptive Reuse Construction	"
VII	Tenant Improvements	"
VIII	Move In/Start Up/Close Out	TBD

II. PROJECT BUDGET SUMMARY

Budget Category	Proposed Phase I & II Budget
Phase I Debris Removal	\$ 500,000
Phase II Interior Demolition Design	
Plans and Specifications	\$ 670,000
Consultant Services	
Hazardous Materials Survey/Monitoring	\$ 210,000
HABS Survey	\$ 150,000
Cost Estimating	<u>\$ 75,000</u>
Subtotal	\$ 435,000
Miscellaneous Expenditures	\$ 23,000
County Services	\$ 628,700
Contingency	\$ 343,200
Total Budget	\$ 2,500,000